

ADDENDUM TO TERMS AND CONDITIONS OF PURCHASE ORDER
(Revised: August 04, 1998)

A. ADDENDUM

1. YEAR 2000 COMPLIANCE

_____ Commercial Supply Products Warranty

Year 2000 Warranty--Commercial Supply Items

The vendor warrants that each hardware, software and firmware product delivered under this purchase order and listed below shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the product documentation provided by the vendor, provided that all listed or unlisted products (e.g., hardware, software, firmware) used in combination with such listed product properly exchange date data with it. If the vendor requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of the vendor's standard commercial warranty or warranties contained in this purchase order, provided that notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any listed product whose non-compliance is discovered and made known to the vendor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this purchase order with respect to defects other than Year 2000 performance.

_____ Noncommercial Supply Items Warranty

Year 2000 Warranty--Noncommercial Supply Items

The vendor warrants that each noncommercial item of hardware, software, and firmware delivered or developed under this purchase order and listed below shall be able to accurately process date data (including, but not limited to, calculating,

comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations, when used in accordance with the item documentation provided by the vendor, provided that all listed or unlisted items (e.g., hardware, software and firmware) used in combination with such listed item properly exchange date data with it. If the purchase order requires that specific listed items must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed items as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be as defined in, and subject to, the terms and limitations of any general warranty provisions of this purchase order provided that notwithstanding any provision to the contrary in such warranty provision(s), or in the absence of any such warranty provision(s), the remedies available to the Government under this warranty shall include repair or replacement of any listed item whose noncompliance is discovered and made known to the vendor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this purchase order with respect to defects other than Year 2000 performance.

_____ Service Involving the Use of Information Technology

Year 2000 Compliance--Service Involving the Use of Information Technology

The vendor agrees that each item of hardware, software, and firmware used under this purchase order shall be able to accurately process date data (including but not limited to, calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries and the Year 1999 and the Year 2000 and leap year calculations.

2. ENERGY EFFICIENT COMPUTER EQUIPMENT.

In Compliance with Executive Order 12845 (Requiring Agencies to Purchase Energy-Efficient Computer Equipment) all microcomputers, including personal computers, monitors, and printers that are deliverables or are purchased by vendors using Government funds in performance of a purchase order, under the acquisition shall be equipped with or meet the energy efficient low-power standby feature as defined by the EPA Energy Star program unless the equipment always meets EPA Energy Star efficiency levels. The microcomputer, as configured with all components, must be Energy Star compliant.

This low-power feature must already be activated when the computer equipment is delivered to the agency and be of equivalent functionality of similar non-power

managed models. If the equipment will be used on a local area network, the vendor must provide equipment that is fully compatible with the network environment. In addition, the equipment will run commercial off-the-shelf software both before and after recovery from its energy conservation mode.

3. TRANSPORTATION & SHIPPING TERMS

The F.O.B. point for this Purchase Order is indicated in block 11 of page 1 of the Purchase Order document. The following provides an explanation of F.O.B. points as defined in the FAR, Part 47, and are applicable to this Purchase Order.

"F.O.B." means free on board. This term is used in conjunction with a physical point to determine (a) the responsibility and basis for payment of freight charges and (b) unless otherwise agreed, the point at which title for goods passes to the buyer or consignee.

"F.O.B. Origin" means free on board at origin; i.e., the seller or consignor places the goods on the conveyance by which they are to be transported. Unless this Purchase Order provides otherwise, the cost of shipping and risk of loss are borne by the buyer or consignee (Government).

For this Purchase Order, "F.O.B. Origin" is to be interpreted as "F.O.B. Origin Freight Prepaid." **All items will be delivered to the National Library of Medicine, 8600 Rockville Pike, Building 38A Loading Dock, Bethesda, Maryland 20894.** The vendor is responsible for prepaying the freight charges and shall bill freight charges as a separate line item on the invoice.

"F.O.B. Destination" means free on board at destination; i.e., the seller or consignor delivers the goods on seller's conveyance at destination. Unless the Purchase Order provides otherwise, the cost of shipping and risk of loss are borne by the seller or consignor (Contractor).

For this Purchase Order, "F.O.B. Destination" is to be interpreted as "F.O.B. Destination, within Consignee's Premises." The vendor will prepay all freight charges and will deliver to the **National Library of Medicine, 8600 Rockville Pike, Building 38A Loading Dock, Bethesda, Maryland 20894.** The vendor may not bill for shipping charges, except as described under "Special Shipping/Handling Charges" below.

4. SPECIAL SHIPPING/HANDLING CHARGE (FOR F.O.B. DESTINATION ONLY)

Special shipping/handling charges for overnight express shipments, shipments requiring special shipping containers and shipments requiring wet/dry ice may be authorized under this Purchase Order. "F.O.B. Special" means that special shipping or handling charges are authorized as specifically detailed in an addendum to the Purchase Order. For those items, delivery will be to a specific room with the building specified at the time of order. The vendor is responsible for prepaying the special shipping/handling charges and shall bill for them as a separate line item.

5. DELIVERY OF MATERIAL/SERVICES

Delivery schedules will be negotiated by the authorized ordering official at the time the order is placed. The delivery of goods and services must be performed between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, except when special arrangements are made by the ordering official.

All shipments delivered herein shall be addressed as directed by the ordering official and marked as indicated below.

Purchase order Number 467-FZ-123456 or 467-MZ-123456
National Library of Medicine
8600 Rockville Pike
Building 38A Loading Dock
Bethesda, Maryland 20894

6. PARTIAL DELIVERIES

Payment on partial deliveries is authorized upon receipt of a proper invoice or evidence of receipt of goods or services, whichever is later.

7. DELIVERY TICKETS

All shipments/deliveries/services under this purchase order shall be accompanied by a delivery ticket or packing slip and shall contain the following:

- a. Name of Vendor
- b. Purchase Order Number
- c. Date of Purchase
- d. Itemized List of Supplies or Services
- e. Quantity, Unit Price and Extension of Each Line Item, Less any Applicable Discounts
- f. Date of Delivery or Shipment
- g. Name, Building and Room Number of Person Placing Order

h. Delivery/Consignee Address

Upon delivery, the receiving activity shall sign the packing slip/delivery ticket and retain one copy. One copy may subsequently be required to support the invoice.

8. INSPECTION AND ACCEPTANCE

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk or loss or damage will be on the vendor unless loss or damage results from negligence of the Government.

9. INSPECTION AND ACCEPTANCE PERIOD

The Government reserves the right to an inspection period of not more than five (5) calendar days from the date of receipt of supplies or services prior to acceptance. The receiving report, entered into the National Institutes of Health (NIH) Administrative Data Base (ADB) System by the appropriate official, constitutes acceptance and will be acknowledged to the payment office NIH, Office of Financial Management (OFM), no later than five (5) calendar days after receipt of supplies or services.

10. PROMPT PAYMENT DISCOUNTS

The Prompt Payment Discount period, if any, shall commence on the final date of the billing period, or on the date of the receipt of a proper invoice for all deliveries accepted during the billing period, whichever is later.

11. BILLING INSTRUCTIONS

The vendor shall submit an original invoice and one (1) copy. Invoices may be submitted daily, weekly, or monthly at the discretion of the vendor, however, invoices shall **not** be submitted until goods have been delivered or services performed.

The vendor's billing name and Employer's Federal Identification Number (EIN) must agree with the vendor's name and EIN on the purchase order. Invoices from vendors other than the vendor listed in block 8 of the purchase order, will not be paid.

Mail all Original Invoices Directly to:

National Institutes of Health

Chief, OFM, APB
9000 Rockville Pike
Building 31, Room B1B39
Bethesda, Maryland 20892

Mail a Copy of all Invoices Directly to the Project Officer:

National Institutes of Health
Specialized Information Services
2 Democracy Plaza, Suite 510
Bethesda, Maryland 20892
Attn: Nicole Dancy

Inquiries relating to payment may be directed to:

Chief, Accounts Payable Section, OFM, APB
Telephone: (301) 496-6088

In order to facilitate the prompt payment of invoices for "Service Type Purchase Orders" e.g. Professional Services, Programming Services, it is recommended that the vendor submit a photocopy of the invoice to the Project Officer designated for the acquisition along with their Reporting requirement.

12. PROMPT PAYMENT

FAR 52.232-25, Prompt Payment (JUN 1997) is supplemented with the following:

- a. The Prompt Payment Act, Public Law 97-177, (96 Stat. 85, 31 U.S.C. 1801) is applicable to payments under this purchase order and requires payment to vendors of interest on overdue payments and improperly taken discounts.
- b. Determinations of interest due will be made in accordance with the provision of the Prompt Payment Act and the above referenced clause.

13. RETURNED INVOICES

Invoices will be returned for: 1) failing to cite an order number; 2) citing an invalid order number; or 3) having other discrepancies on the invoice. A valid

order number consists of a three (3) digit number, two (2) alpha characters and a six (6) digit number, e.g. 467-MZ-123456 or 467-FZ-123456.

Resolution and correction of the invoice will require the vendor to contact the ordering official (Person placing the order).